



GAIL FARBER, Director

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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ALHAMBRA, CALIFORNIA 91803-1331

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ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

September 30, 2014

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

33 September 30, 2014

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

**AMENDMENT 5 TO CONTRACT NO. 001866 FOR
REGIONAL USED MOTOR OIL AND FILTER COLLECTION
AND PUBLIC EDUCATION PROGRAM
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

This action is to extend the contract for the Regional Used Motor Oil and Filter Collection and Public Education Program on a month-to-month basis for up to six months until a replacement contract is awarded.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve Amendment 5 to Contract No. 001866 with SAESHE on a month-to-month basis for up to six months for a supplemental contract amount of \$237,500 commencing on November 12, 2014.
2. Authorize the Director of Public Works or her designee to increase the contract amount up to an additional 10 percent of the contract sum for unforeseen, additional work within the scope of the contract, if required.
3. Authorize the Director of Public Works or her designee to execute the amendment upon proper execution by the contractor and approval as to form by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to extend the contract to continue providing the Regional Used Motor Oil and Filter Collection and Public Education Program on a month-to-month basis commencing on November 12, 2014, for up to six months. This amendment is required to continue to provide this service while the Department of Public Works completes the solicitation process for a replacement contract. The preparation of the solicitation began several months ago, but the need for extensive changes in the program's requirements and to include the pricing component as an evaluated category necessitated this extension. When proposals have been received and evaluated, Public Works will recommend a contract award for continued provision of this program.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provisions of Operational Effectiveness/Fiscal Sustainability (Goal 1), Community Support and Responsiveness (Goal 2), and Integrated Service Delivery (Goal 3). The contractor who has the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive manner will support Public Works in meeting these goals.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The requested amount is an additional maximum contract amount of \$237,500 for the six-month period plus an additional 10 percent of the contract sum for unforeseen, additional work within the scope of the contract, if required. This amount is based on a monthly amount of \$39,583.33. Funding for these services is included in the Solid Waste Management Fund Fiscal Year 2014-15 Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On July 15, 2008, the Board approved Contract No. 001866 with SAESHE, located in Los Angeles, California, for the Regional Used Motor Oil and Filter Collection and Public Education Program, authorizing a potential maximum sum of \$1,000,000 for the initial two-year term and aggregate annual contract expenditures of \$500,000 for the three optional renewal years.

In accordance with the motion passed by the Board on June 16, 2009, Public Works successfully negotiated with SAESHE, to accept a 5 percent cost reduction without any reduction in the goods and services provided to the County in exchange for a one-year contract term extension, which extended the final contract year from July 14, 2013, to July 14, 2014.

Pursuant to the contract's terms and conditions, on April 15, 2014, Public Works exercised an extension, and the contract is now set to expire on November 11, 2014.

Amendment 5, which is substantially reflected in the enclosed form (Enclosure), will provide six 1-month extension options for the contract's current term under all specifications and conditions of the contract. The Director of Public Works or her designee will execute the amendment in accordance with the Board's authorization and only upon proper execution by the contractor and approval as to form by County Counsel.

ENVIRONMENTAL DOCUMENTATION

This service is categorically exempt from the provisions of the California Environmental Quality Act (CEQA). This service is within a class of projects that was determined not to have a significant effect on the environment in that it meets the criteria set forth in Section 15308 and 15322 of CEQA.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the amendment will continue the current contracted services.

CONCLUSION

Please return one adopted copy of this letter to the Department of Public Works, Administrative Services Division.

Respectfully submitted,

A handwritten signature in black ink that reads "Gail Farber". The signature is written in a cursive, flowing style.

GAIL FARBER
Director

GF:GZ:cg

Enclosures

c: Chief Executive Office (Rita Robinson)
County Counsel
Executive Office

AMENDMENT 5 TO CONTRACT NO. 001866

REGIONAL USED MOTOR OIL AND FILTER COLLECTION AND
PUBLIC EDUCATION PROGRAM

THIS AMENDMENT, made and entered into this _____ day of _____ 2014, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY), and SAESHE, a California corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

WHEREAS, Contract No. 001866 was entered into between the COUNTY and the CONTRACTOR on July 15, 2008, to educate and encourage the residents of the County of Los Angeles to dispose of used motor oil and filters in the correct manner, for a period of two years through July 14, 2010, with three 1-year renewal options; and

WHEREAS, In accordance with the motion passed by the Board of Supervisors on June 16, 2009; on September 20, 2009, the COUNTY negotiated with the CONTRACTOR to accept a cost reduction without any reduction in the goods and services provided to the COUNTY in exchange for a contract term extension: and Amendment 1 was commenced on October 1, 2009, extending the Contract for a period of one year at a 5 percent cost reduction of all rates specified in Form PW-2 (Schedule of Prices), extending the current term for one year, commencing on July 15, 2010, through and including July 14, 2011. Thereafter, the COUNTY exercised three 1-year renewal options extending the contract term to July 14, 2014; and

WHEREAS, Amendment 2 was commenced on November 9, 2009, approving assignments resulting from acquisitions, mergers, or other changes in contractor ownership as well as contractor's name changes to SAESHE; and

WHEREAS, Amendment 3 was commenced on July 15, 2011, incorporating the provisions of the COUNTY'S Ordinance entitled Defaulted Property Tax Deduction Program into the Contract; and

WHEREAS, Amendment 4 was commenced on June 6, 2012, incorporating the provisions of the COUNTY'S Ordinance entitled County Contract Database/CARD into the Contract; and

WHEREAS, the County has exercised all renewal options and a 120-day extension according to the Contract's terms and the Contract is set to expire on November 11, 2014.

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NOW, THEREFORE, in consideration of these facts and payment to be made by the COUNTY, the COUNTY and the CONTRACTOR agree that Contract No. 001866 between them shall be amended as follows:

FIRST: The CONTRACTOR shall provide continuous performance of this Contract commencing on November 12, 2014, on a month-to-month basis up to the maximum period of six months, unless the COUNTY provides written notice of nonrenewal at least ten days before the last day of any month, in which case this Contract shall expire as of midnight on the last day of that month.

SECOND: This Contract's amount for the maximum six-month period for the Regional Used Motor Oil and Filter Collection and Public Education Program remains at the reduced rate as provided in Amendment 1 to the Contract with an aggregate total of \$237,500 for the six-month period or the monthly amount of \$39,583.33 or such greater sum as the Board may approve.

THIRD: Except as modified by this AMENDMENT, all other terms, conditions, requirements, and specifications of this Contract shall remain in full force and effect.

[illegible]

IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

RICHARD D. WEISS
Acting County Counsel

By _____
Deputy

SAESHE

By _____
Its President

Type or Print Name

By _____
Its Secretary

Type or Print Name